

Mr. David B. Amy
Secretary
Sinclair Television Group
10706 Beaver Dam Road
Cockeysville, MD 21030
("Licensee")

Re: WJAC (Johnstown, Pennsylvania)
WTOV (Steubenville, Ohio)

Dear Mr. Amy:

The following shall comprise the agreement between the NBC Television Network, a division of NBCUniversal Media, LLC. ("NBC") and Sinclair Television Group ("Sinclair") and the FCC Licensees of WJAC Licensee, LLC ("WJAC Licensee") and WTOV Licensee, LLC ("WTOV Licensee"), and together with WJAC Licensee, LLC, the "Licensee") for the affiliation of the television broadcasting stations WJAC and WTOV (Sinclair, the Licensee and stations being referred to herein together as "the Stations") with NBC, in the respective designated market areas of Johnstown, Pennsylvania and Steubenville, Ohio (the "DMA").

1. Term. This Agreement shall become effective at 3:00 A.M., New York City time on the date of sale of the Stations by Licensee and the FCC's approval of the transfer of the station licenses. Unless sooner terminated as provided hereunder, this Agreement shall remain in effect until 2:59 A.M., New York City time on January 1, 2014.

2. Programming.

(a) NBC commits to supply programming for free over-the-air television broadcasting in the DMA by Station during the hours set forth on Schedule I attached hereto (the "Programmed Time Periods"). Stations agree that, subject only to Section 3 below, Stations shall clear and broadcast all programming supplied to Stations hereunder for broadcast in the Programmed Time Periods on the dates and at the times the programs are scheduled by NBC.

(b) In addition to programming supplied pursuant to Section 2(a), NBC shall offer Stations in the DMA a variety of sports programming ("NBC Sports Programming") and special events programming for television broadcast at times other than Programmed Time Periods. Stations will have the right of first refusal for a period of seventy-two (72) hours following NBC's offer with respect to such programming as against any other television station located in Stations' community of license or any television program transmission service furnishing a television signal to Stations' community of license. Each Station shall confirm its clearance of such programming to NBC within the 72-hour period via the internet site currently known as "Affiliate Partnership Tool" ("APT") or such other means as NBC may designate. Station's confirmation of clearance shall constitute Station's agreement to broadcast such programming in accordance with the terms of such offer and this Agreement.

(c) All programming furnished to Stations pursuant to this Agreement shall be referred to herein as "NBC Programming", and any one program of NBC Programming shall be referred to as an "NBC Program". The selection, scheduling, substitution and withdrawal of any NBC Program or other portion of NBC Programming shall at all times remain within the sole discretion and control of NBC. Stations acknowledge that local and network programming needs may change during the term of this Agreement, and that NBC may add to, subtract from or otherwise modify the Programmed Time Periods from time to time on at least 90 days' prior written notice to Stations. Nothing herein shall prevent or hinder NBC from (i) substituting one or more sponsored or sustaining programs (i.e., programs which do not include local availabilities) or (ii) canceling one or more NBC Programs; provided that NBC shall exercise reasonable efforts to give Stations at least three (3) weeks prior notice thereof.

3. Preemptions.

(a) Each station acknowledges that NBC will make a substantial investment in network programming during the term of this Agreement in order to provide Station with network-quality news, public affairs, entertainment, sports, children's and other programming. In view of such investment, and after considering the amount of broadcast time available to Station outside of the Programmed Time Periods, each station further acknowledges and confirms that it does not presently foresee any need to substitute programming of any kind for NBC Programming, except under those circumstances requiring live coverage of breaking local news events.

(b) Except as set forth in the immediately following sentence, in the event Station preempts or otherwise fails to broadcast any NBC Programming (including, without limitation, NBC Sports Programming) on the dates and at the times such Programming is scheduled by NBC, then without limiting any other rights or remedies of NBC under this Agreement or otherwise, Station shall pay to NBC an amount equivalent to NBC's loss of gross advertising revenues attributable to Station's failure to broadcast such program in Station's market. Station shall have no obligation to reimburse NBC for lost advertising revenues if (x) such failure to broadcast NBC Programming is a direct result of (i) Station's live coverage of breaking local or national news events (excluding the addition of scheduled local news programs as a part of Station's continuing program schedule) or (ii) an event of force majeure as provided in Section 11 of this agreement; or (y) if Station reasonably believes that such programming is unsatisfactory, unsuitable, or otherwise contrary to the public interest. Notwithstanding the foregoing,

(c) Each Station's determination under clause (y) of subsection (b) above shall be based upon a substantial difference between the relevant program's style and content and the style and content of other NBC Programs previously broadcast by Station. In addition, Station shall not preempt or otherwise fail to broadcast any NBC Programming under clause (y) of subsection (b) above as a result of commercial motivation; that is, programming shall not be deemed to be unsatisfactory, unsuitable or contrary to the public interest based on performance, ratings, or the availability of alternative programming which Station believes to be more profitable or more attractive.

(d) In the event a Station preempts or otherwise fails to broadcast any NBC Programming or notifies NBC of its intention to do so, NBC may elect to offer Station an alternative time period for broadcast of the omitted NBC Program (including the commercial announcements contained therein, and any replacements thereof). If Station fails to agree to such alternative broadcast, then in addition to all other remedies available to it, NBC shall have the right to license the broadcast rights to the omitted NBC Program to any other distribution outlet for distribution in Station's community of license.

(e) In the event a Station fails to pay to NBC any amounts required to be paid by it pursuant to this Section 3, and such failure remains uncured after 30 days' written notice from NBC, then in addition to all other remedies available to it, NBC shall have the option, exercisable in its sole discretion upon 30 days' notice to the Station to (i) terminate Station's right to broadcast any one or more series or other NBC Programs, and to the extent and for the periods that NBC so elects, license the broadcast rights to such series or other NBC Program(s) to any other distribution outlet for distribution in Station's community of license or (ii) terminate this Agreement.

4. Payments.

(a) Affiliation Payments. In consideration of NBC entering into this Agreement, Stations shall pay NBC the amounts set forth in this Agreement, including, but not limited to:

(b) Default. In the event that Stations are in default of any obligation under this Section 4 and such default remains uncured 30 days after Stations' receipt of notice thereof from NBC, NBC shall have the right, at its election, to terminate this Agreement in its entirety upon notice to Stations.

5. Distribution Contribution Agreement. Stations shall enter into a Distribution Contribution Agreement in the form attached as Schedule IV hereto.

6. Inventory Management Plan. Stations shall fully participate in the "Inventory Management Plan" as endorsed by NBC Television Affiliates (a/k/a the NBC Affiliate Board) on May 19, 1998 (the "Inventory Management Plan"), currently in the amount set forth in paragraph 4 above, and in any additional or substitute inventory management plans approved in the future by a majority of the NBC affiliated television stations.

7. Local Commercial Announcements. From time to time and at least once each calendar quarter, NBC shall provide Stations with notice setting forth the amount and placement of availabilities for Station's respective local commercial announcements in and adjacent to regularly scheduled NBC Programming. NBC agrees that the average number of thirty-second units available for Stations' local commercial announcements during Primetime shall not be fewer than 108 per week with adjustments made by NBC in its discretion for sports programming, Olympics, special news coverage and other special events.

8. Conditions of Stations' Broadcast. Each Station's broadcast of NBC Programming shall be subject to the following terms and conditions:

(a) Station shall not make any deletions from, or additions or modifications to, any NBC Program or any commercial, NBC identification, program promotional or production credit announcements or other interstitial material contained therein, nor broadcast any commercial or other announcements (except emergency bulletins) during any such program, without NBC's prior written authorization. Station shall broadcast each NBC Program from the commencement of network origination until the commencement of the next program.

(b) For purposes of identification of Station with the NBC Programs, and until written notice to the contrary is given by NBC, Station may superimpose on certain Entertainment programs, where designated by NBC, a single line of type, in height and situated in the lower eighth raster of the video screen, which single line shall include (and be limited to) Station's call letters, community of license or home market, channel number, and the NBC logo. No other addition to any Entertainment program is contemplated by this consent, and the authorization contained herein specifically excludes and prohibits any addition whatsoever to News and Sports programs, except identification of Station as provided in the preceding sentence and as required by the FCC.

9. Local News. Stations agree, during the term of this Agreement, to broadcast local news programs of at least thirty (30) minutes in length as lead-ins to each of "The Today Show" (or replacement programming), "NBC Nightly News" (or replacement programming) and NBC's Late Night Programming; provided, that Stations may

10. Station Reports. Stations shall submit to NBC in writing upon forms provided by NBC or via e-mail or via APT, as NBC may designate, such reports as NBC may request covering the broadcast by Stations of NBC Programming.

11. Force Majeure. Neither a Station nor NBC shall incur any liability hereunder because of NBC's failure to deliver, or the failure of a Station to broadcast, any or all NBC Programs due to failure of facilities, labor disputes, government regulations or causes beyond the reasonable control of the party so failing to deliver or to broadcast. Without limiting the generality of the foregoing, NBC's failure to deliver a program due to cancellation of that program for any reason shall be deemed to be for causes beyond NBC's reasonable control.

12. Indemnification. NBC shall indemnify, defend and hold each Station (its parent, subsidiary and affiliated companies, and their respective directors, officers and employees, harmless from and against all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of the use by the Station, in accordance with this Agreement, of any NBC Program or other material as furnished by NBC hereunder, provided that the Station promptly notifies NBC of any claim or litigation to which this indemnity shall apply, and that the Station cooperates fully with NBC in the defense or settlement of such claim or litigation. Similarly, the Station shall indemnify, defend and hold NBC, its parent, subsidiary and affiliated companies, and their respective directors, officers and employees, harmless with respect to (x) material added to or deleted from any program by the Station, except for cut-ins produced by or on behalf of NBC and inserted by the Station at NBC's direction and (y) any programming or other material broadcast by the Station and not provided by NBC hereunder, provided that NBC promptly notifies the Station of any claim or litigation to which this indemnity shall apply, and that NBC cooperates fully with the Station in the defense or settlement of such claim or litigation.

These indemnities shall not apply to litigation expenses, including attorneys' fees, which the indemnified party elects to incur on its own behalf, provided that the indemnifying party has assumed responsibility for the defense or settlement of the claim. Except as otherwise provided herein, neither Station, on the one hand, nor NBC, on the other hand, shall have any rights against the other for claims by third persons for the non-operation of facilities or the non-furnishing of programs for broadcasting, if such non-operation or non-furnishing is due to failure of equipment, labor disputes, or any cause beyond such party's reasonable control.

13. Program Development Costs. Throughout the term of this Agreement, upon request from NBC, Stations shall negotiate in good faith with NBC to contribute financially,

based upon Designated Market Area ("DMA") (as defined by Nielsen) percentage, to future NBC efforts to secure as part of NBC Programming major sports and entertainment programming opportunities (including, for example and without limitation, rights to broadcast National Football League games).

14. Change in Operations. Each Station represents and warrants that it holds a valid license granted by the FCC to operate Station as a television broadcast station; such representation and warranty shall constitute a continuing representation and warranty by Station. In the event that at any time (a) Station's transmitter location, power, frequency, programming format or hours of operation are materially changed, (b) Station ceases to produce and broadcast local news, or (c) the number of hours of local news which Station broadcasts materially decreases, in each case so that Station is of less value to NBC as a broadcaster of NBC programming than at the date of this Agreement, then NBC may terminate this Agreement with Station upon thirty (30) days prior written notice to such Station(s).

15. DTV Carriage. Each Station shall carry on its channels the digital feed of such NBC Programming as and in the technical format provided by NBC consistent with the ATSC standards and all "program-related material" without alteration (collectively, the "Network Digital Feed"). As used in this paragraph, "program-related material" shall mean (i) closed-captioning information, (ii) program identification codes, (iii) program ratings information, (iv) alternative language feeds related to the programming, (v) Nielsen data, (vi) programming, data and other enhancements which are related to the programming and network advertisements provided in the Network Digital Feed, (vii) such other material as has been agreed by a majority (calculated by DMA percentage) of NBC affiliated television stations, (viii) such other material as may be provided by NBC that is necessary to provide the Network Digital Feed, (ix) information and material directly associated with specific network commercial advertisements contained in the network programs included in the Network Digital Feed, and (x) information and material designed to promote network programming. In the event that NBC proposes that Station carries network multiplexed programming or ancillary data that is not program-related material, Station agrees to negotiate in good faith with NBC regarding the terms pursuant to which such multiplexed programming or ancillary data may be carried.

16. Unauthorized Copying and Transmission; Retransmission Consent.

(a) Stations shall not authorize, cause, or permit, without NBC's consent, any NBC Program or other material furnished to Stations hereunder to be recorded, duplicated, rebroadcast or otherwise transmitted or used for any purpose other than broadcasting by Stations as provided herein. Notwithstanding the foregoing, Stations shall not be restricted in the exercise of their signal carriage rights pursuant to any applicable rule or regulation of the FCC with respect to retransmission of its broadcast signal by any cable system or multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, which (a) is located within the DMA in which Stations are located, or (b) was actually carrying Stations' signal as of April 1, 1993, or (c) with respect to cable systems, serving an area in which a Station is "significantly viewed" (as determined by the FCC); provided, however, that any such exercise pursuant to FCC Rules with respect to NBC Programs shall not be deemed to

constitute a license by NBC. NBC reserves the right to restrict such signal carriage with respect to NBC Programming in the event of a change in applicable law, rule or regulation.

(b) In consideration of NBC's agreement to grant Stations non-duplication protection upon request, Station hereby agrees as follows:

(i) A Station shall not grant consent to the retransmission of its broadcast signal by any cable television system, or, except as provided in Section 16(b)(ii) below, to any other MVPD whose carriage of broadcast signals requires retransmission consent, if such cable system or MVPD is located outside the DMA to which Station is assigned, unless Station's signal was actually carried by such cable system or MVPD as of April 1, 1993, or, with respect to such cable system, is "significantly viewed" (as determined by the FCC).

(ii) A Station shall not grant consent to the retransmission of its broadcast signal by any MVPD that provides such signal to any home satellite dish user, unless such user is located within Station's own DMA.

(c) If a Station violates any of the provisions set forth in this Section 16, NBC may, in addition to any other of its rights or remedies at law or in equity under this Agreement or any amendment thereto, terminate this Agreement with respect to the Station by written notice to Station given at least ninety (90) days prior to the effective date of such termination.

17. "Branding" Plan/Promotion.

(a) NBC agrees to work with Stations to "brand" each Station as an "NBC Station" in the Station's market through cooperative efforts in areas such as on-air promotion, unified graphic design, use of the NBC peacock logo and NBC identification. Stations will endeavor to cooperate in NBC's branding efforts during the term hereof so as to cause the Stations to be identified, in the perception of television viewers, as "NBC Stations" similar to such viewers' perception of the NBC Owned Stations as "NBC Stations." NBC, on the one hand, and each Station, on the other hand, agree to consult with each other, promptly after execution hereof, with respect to implementation of such branding undertaking.

(b) Stations shall participate in the year round SWAP program on a year round basis and provide promotion consistent with current practices. Stations shall provide NBC with appropriate documentation quarterly to substantiate promotion levels.

(c) Stations and NBC shall negotiate in good faith a minimum amount of on-line promotions.

18. Termination.

(a) Termination in the Event of Bankruptcy.

Upon written notice, NBC may terminate this Agreement if a petition in bankruptcy is filed by or on behalf of Stations, or Stations otherwise take advantage of any insolvency law, or an involuntary petition in bankruptcy is filed against Stations, or if a receiver or trustee of any of Broadcaster's property is appointed at any time.

(b) Termination in the Event of Breach.

NBC, effective upon notice to Stations, may, in addition to its other rights, terminate this Agreement if any material representation, warranty or agreement contained in this Agreement has been breached.

19. Assignment.

(a) This Agreement may not be assigned or transferred and no permitted assignment or transfer shall relieve Stations or Licensee. Any purported assignment or transfer by Stations without NBC's consent as required hereby shall be null and void and not enforceable against NBC.

(b) Stations agree that if any application is made to the FCC pertaining to an assignment or a transfer of control of a Station's license, or any interest therein, the Station shall immediately notify NBC in writing of the filing of such application. Except as to "short form" assignments or transfers of control made pursuant to Section 73.3540(f), NBC shall have the right to terminate this Agreement on any basis deemed reasonable with respect to Station for which an application was made, in the event of any assignment or transfer. Station agrees that promptly following Station's notice to NBC, Station shall arrange for a meeting between NBC and the proposed assignee or transferee to review the financial and operating plans, and such other information as NBC may request, of the proposed assignee or transferee.

(c) For purposes of this Section 18, (i) "control" shall mean having the power to direct the affairs of an entity by reason of any of the following: (x) having the power to elect or appoint, directly or indirectly, a majority of the governing body of such entity, (y) owning or controlling the right to vote a majority of the voting interest of such entity or (z) otherwise owning or controlling a majority interest in such entity, and (ii) "transfer" shall include, without limitation, any direct or indirect change in the control of any Station or Licensee.

20. Notices/APT. Notices hereunder shall be in writing and shall be given (a) by personal delivery, facsimile or overnight courier service: addressed to Licensee at the addresses set forth on the first page of this Agreement; and to NBC at the address set forth on the first page of this Agreement, Attention: Executive Vice President, Affiliate Relations, with a copy to Vice President, Law Department; or at such other address or addresses as may be specified in writing by the party to whom the notice is given or (b) if such notice relates to the scheduling, substitution, withdrawal, preemption or other aspect of programming hereunder, by posting to APT or by such other means as NBC may specify to Stations from time to time. Notices shall be deemed given when personally delivered and on the next business day following dispatch by overnight courier service. NBC and Stations agree to monitor APT on at least a daily basis and to update APT as promptly as practicable and in any event so as to comply with the notice periods provided herein.

21. Entire Agreement/Amendments. The foregoing constitutes the entire agreement among Stations and NBC with respect to the affiliation of Stations with NBC, all prior understandings being merged herein. This Agreement may not be changed, amended, modified, renewed, extended or discharged, except as specifically provided herein or by an agreement in writing signed by the parties hereto.

22. Confidentiality. The parties agree to use their best efforts to preserve the confidentiality of this Agreement and of the terms and conditions set forth herein, and the exhibits annexed hereto, to the fullest extent permissible by law.

23. Applicable Law. The obligations of Stations and NBC under this Agreement are subject to all applicable federal, state, and local laws, rules and regulations (including, but not limited to, the Communications Act of 1934, as amended, and the rules and regulations of the FCC), and this Agreement and all matters or issues collateral thereto shall be governed by the law of the State of New York applicable to contracts negotiated, executed and performed entirely therein (without regard to principles of conflicts of laws).

24. Miscellaneous. If any provision of this Agreement or the application of such provision to any circumstance is held invalid, the remainder of this Agreement, or the application of such provision to circumstances other than those as to which it is held invalid, will not be affected thereby. A waiver by Stations or NBC of a breach of any provision of this Agreement shall not be deemed to constitute a waiver of any preceding or subsequent breach of the same provision or any other provision hereof. This Agreement may be signed in any number of counterparts with the same effect as if the signature to each such counterpart were upon the same instrument.

If the foregoing is in accordance with your understanding, please indicate your acceptance on the copy of this Agreement enclosed for that purpose and return that copy to NBC.

Very truly yours,

NBC TELEVISION NETWORK,
a division of NBCUniversal Media, LLC.

Jean M. Dietze

By: _____
Name: Jean Dietze
Title: Executive Vice President
Affiliate Relations

AGREED:

Sinclair Television Group

By: _____
Name:
Title:

WJAC Licensee, LLC

By: _____
Name:
Title:

WTOV Licensee, LLC

By: _____
Name:

If the foregoing is in accordance with your understanding, please indicate your acceptance on the copy of this Agreement enclosed for that purpose and return that copy to NBC.

Very truly yours,

NBC TELEVISION NETWORK,
a division of NBCUniversal Media, LLC.

By: _____
Name: Jean Dietze
Title: Executive Vice President
Affiliate Relations

AGREED:

Sinclair Television Group

By: Barry M. Faber
Name: Barry M. Faber
Title: General Counsel

WJAC Licensee, LLC

By: Barry M. Faber
Name: Barry M. Faber
Title: General Counsel

WTOV Licensee, LLC

By: Barry M. Faber
Name: Barry M. Faber
Title: General Counsel